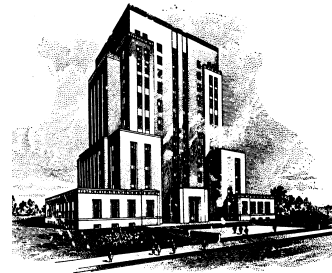


# Racine County Finance Department - Purchasing

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730 Wisconsin Avenue  
Racine, WI 53403-1274  
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Duane McKinney  
Purchasing Coordinator



## ADDENDUM

### Request for Proposal

### INMATE MEDICAL SERVICES

#### Bid # 19-RCJ-001

This Addendum has been prepared by: Duane McKinney  
Racine County Purchasing Coordinator  
Date: Wednesday, August 20, 2014

This Addendum is issued to address corrections and vendor questions from Racine County on the information provided for the above subject Request for Proposal:

**1. Section III. Background, Item B, “80 hours/week of bachelor level social worker coverage on site;” needs to be changed to “master level” instead of “bachelor level” to comply with DOC 350. It also needs to be changed in section VI. SCOPE OF SERVICES, same language change under item 1 for the Social Worker position.**

1. For the Huber facility, please indicate the amount of current time the medical staff spend with these patients. Are medications prepared by medical staff for these patients?

Medications are passed by the nurses on the floors. I do not have a quantifiable timeframe to provided other than the attached statistics page.

2. Please indicate any current open medical staff positions, and the length of time they have been open.

I do not have this information.

3. Is there a current penalty clause in place for unfilled positions, and if yes, please describe how the penalties are determined.

The current vendor will credit the county for those unfilled hours or ACH's Director of Medical Operations for the facility and the Sheriff or the Sheriff's designee may negotiate a mutually agreeable alternative remedy. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the county for those hours or ACH's

Director of Medical Operations for the facility and the sheriff or the sheriff's designee may negotiate a mutually agreeable alternative remedy.

4. For the Vivitrol program, please describe the involvement of the medical staff – are they providing any counseling services or selection of participants for the program?

1. The jail books in a potential candidate, and an email is sent to the opioid resources group alerting BHS to the potential patient.
2. The NP adds the patient to the medical spreadsheet in a pending status, awaiting response from BHS as to whether or not the patient is appropriate or not for the program.
3. The patient receives an intake assessment from BHS staff, and if appropriate for the program an email is sent indicating this and a referral form is provided for the patient's chart.
4. Once determined appropriate for the program the NP sends an email to the jail sergeant so that the patient's jail file is flagged for Vivitrol on release.
5. On the day that the patient is to be released the medical office is notified and an injection is pulled from the refrigerator 30-45 min prior to release.
6. The patient comes to the medical office for vitals, education, pregnancy testing, and to discuss follow up and ensure that they are still committed to receiving the injection. The injection is then mixed and given.
7. Once the injection has been given the MAR is faxed and an email is sent indicating that the patient has received or refused the injection.

5. Please indicate the number of officers to which TB screens would be applied.

98 Corrections Officers, 157 Sworn Officers

6. Please indicate the amount of time it takes from background check to approval to hire.

Approximately 3-5 days

## VitalCore

1. Please provide a copy of the Jail's Current Inmate Medical Services contract.

Current contract attached.

2. What is the annual cost of the current Inmate Medical Services contract?

2019 Contract Amount, \$1,469,392.75

3. What was the cost for pharmaceuticals for the last full fiscal year?

Pharmaceuticals come out of the "pool", which is currently \$235,000/year. In 2018 the pool was exceeded by \$30,389. In 2019 the pool, as of June 30<sup>th</sup>, \$152,437 of the pool has been spent.

4. What was the cost for off-site services for the last full fiscal year?

See attached medical statistics "Racine Co WI CQI 2018".

5. Please provide a copy of the current staffing matrix/schedule for medical staff including all positions.

- a. ACH would need to be contacted for this information. Their current staffing matrix is being reevaluated currently by their corporate. Despite this they need to provide at least the minimum requirements of the contract.
- b. See Hours Worked attachment for the pay periods (7/5, 7/19, 8/2)

**Advanced Correctional Healthcare**

1. Does the ADP of 765 accurately reflect current population?

**2018**

Jan-770 (18 huber, 752)	May-773 (24 huber, 749)	Sept-793 (23 huber, 770)
Feb-776 (25 huber, 751)	June-789 (29 huber, 760)	Oct – 747 (28 huber, 719)
March-763 (22 huber, 741)	July-777 (33 huber, 744)	Nov-740 (28 huber, 712)
April-773 (21 huber, 752)	August-782 (28 huber,754)	Dec-718 (30 huber, 688)

**2018 Average ADP = 9201/12 = 766**

**2018 Average Huber = 309/12 = 26**

**2019 Average daily population of regular Inmates = 740**

**2019**

Jan-697 (33 huber, 664)	May-765 (30 huber, 735)
Feb-700 (25 huber, 675)	June – 796 (35 huber, 761)
March-721 (26 huber, 695)	
April-762 (27 huber, 735)	

**2019 Average daily population = 441/6 = 740**

**2019 Average Huber = 176/6 = 29**

**2019 Average daily population of regular inmates = 711**

2. Is the county open to alternative staffing plans to safely meet the needs of the facility?

- a. The county would prefer you bid on the RFP as presented. If you wish to propose an alternative bid this will also be acceptable in addition to the bid as presented.

3. Are TB tests administered only to those inmates whose screen tests indicate it?

TB tests are administered to all inmates minus those coming from DOC or other facilities where testing may have already been done. Testing is usually done when the inmates are moved to the housing units after 72 hours.

**Please sign, date and attach a copy of this addendum to your Proposal.**

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES**  
**RACINE COUNTY, WISCONSIN**

This Agreement for the Provision of Inmate Health Services (hereinafter referred to as the "AGREEMENT"), entered into by and between the County of Racine (hereinafter referred to as the "COUNTY"), a quasi-municipal corporation located in the State of Wisconsin, and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation doing business in the State of Wisconsin.

**RECITALS**

**WHEREAS**, the COUNTY and the duly elected Racine County Sheriff (hereinafter referred to as "SHERIFF") have a duty to provide adequate and necessary health services within the Racine County Jail at 717 Wisconsin Ave., Racine Wisconsin 53402 (hereinafter referred to as the "FACILITY"); and

**WHEREAS**, the COUNTY desires to provide professional and responsive healthcare services to the inmates and detainees of the FACILITY in accordance with applicable law; and

**WHEREAS**, ACH is a corporation which provides professional and responsive healthcare services in incarceration facilities.

**NOW THEREFORE**, the parties enter into this AGREEMENT: as hereinafter set forth.

**DEFINITIONS**

**CORPORATE HOLIDAYS** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**COUNTY INMATES** – Inmates booked into the custody of the COUNTY or the SHERIFF and presently incarcerated in the FACILITY, but not to include NON-COUNTY INMATES and/or OTHER COUNTY INMATES.

**ELECTIVE CARE** - Care which, if not provided, would not, in the opinion of ACH's practitioner (a licensed practitioner employed by ACH), cause the inmate's health to deteriorate, or cause harm to the inmate's well-being.

**INMATE/DETAINEE** – These terms may be used interchangeably in this AGREEMENT.

**MID-LEVEL PRACTITIONER** – An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in the appropriate state.

**MOBILE SERVICES** – Any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to, laboratory and X-ray services.

**NON-COUNTY INMATES** – Inmates who are covered by a government health program for American Indians; inmates during transport to/from outside facilities; and inmates for which the COUNTY receives payment to house in the FACILITY for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies, with the exception of inmates on Probation Holds and ES Sanctions.

**OFF-SITE SERVICES** – Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, and SPECIALTY SERVICES.

**OTHER COUNTY INMATES** – Work release inmates while on work release and paying the COUNTY to be on work release. OTHER COUNTY INMATES will be treated as COUNTY INMATES for all purposes except pharmaceuticals and ADP.

**SPECIALTY SERVICES** – Medical services that require a physician to be board-certified in a specialty, including, but not limited to, dermatology, obstetrics, gynecology, and mental health.

**SPECIFIED MEDICATIONS** – Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, and/or active tuberculosis, as well as medications listed as biological and/or anti-rejection drugs. Medications related to these treatments will be defined in accordance with medical literature.

**ARTICLE 1:**  
**DUTIES AND OBLIGATIONS OF ACH**

For and in consideration of the compensation to be paid to ACH as hereinafter set forth, COUNTY hereby engages ACH to provide comprehensive inmate health services within the FACILITY as set forth in the Request for Proposal and ACH Proposal, attached hereto as Addenda A & B, and incorporated herein by reference as if set forth in full. The foregoing are the Contract Documents. The Contract Documents, along with this AGREEMENT, form a complete unit and requirements called for by one are as binding as if called for by all. Ambiguity or conflict between the various documents or within a particular document shall be resolved in favor of the better quality of service. ACH agrees as follows:

1.1 **ADVANCED TRAINING.** The FACILITY is entitled to receive one copy each of the training videos produced and sold by ACH at no additional charge, with the following exception: facilities will not receive training videos which cover topics for which they have already received an ACH training video covering that topic. If a training video is lost or stolen, the FACILITY may be charged a replacement fee to replace the video. ACH training videos are to be viewed by the FACILITY staff only and are not to be reproduced except with the prior written permission of ACH. ACH does not guarantee training credits and is not responsible for obtaining training credits on behalf of the FACILITY staff.

Additionally, ACH will provide yearly medication training to FACILITY staff to keep the FACILITY staff in compliance with DOC 350. These trainings shall include, but not be limited to, annual training on health care policies and procedures, medications, health screenings at the time of admission, administration or delivery of prescribed medications, two (2) hours of annual suicide prevention and identification of risk factors, and any other medical training necessary to keep the FACILITY staff compliant with DOC 350.

1.2 **BIOMEDICAL WASTE DISPOSAL.** ACH will be responsible for the provision of and cost of biomedical waste disposal services **for the medical unit** at the FACILITY consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.

1.3 **BODY CAVITY SEARCH – FORENSIC INFORMATION.** ACH will perform body cavity searches on-site with signed consent from the inmate in accordance with the following guidelines: ACH staff are prohibited from participating in the collection of forensic evidence, except when: (1) complying with state laws that require blood samples from inmates, so long as there is consent of the inmate and ACH staff are not involved in any punitive action taken as a result of an inmate's nonparticipation in the collection process, (2) conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a physician's order, and/or (3) conducting inmate-specific, court-ordered laboratory tests, examinations, or radiology procedures with consent of the inmate. ACH will not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.

1.3.1 **SEXUAL ASSAULT.** In the case of reported or reasonably suspected sexual assault, the inmate victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling and care. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room.

1.4 **COLLECTION OF DNA/PHYSICAL EVIDENCE.** ACH will perform the collection of physical evidence for the purpose of DNA testing on-site with signed consent from the inmate. Court-ordered collection of DNA/physical

evidence will be referred to the appropriate facility or emergency room. ACH will not pay for any costs associated with the collection of or testing of DNA/physical evidence, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, court costs, and/or the cost of DNA collection kits.

- 1.5 CQI MEETINGS. ACH will review, at the scheduled Continuing Quality Improvement (CQI) meetings with the SHERIFF or designee, the healthcare reports concerning the overall operation of the healthcare services program and the general health of the inmates of the FACILITY. The CQI meetings are held three times annually. Meetings between ACH health and mental health staff, jail administration, jail supervisors, and jail classification officers shall be held weekly. ACH's performance under this Agreement, including, but limited to, its ability to meet staffing levels, will be the subject of such quarterly and weekly meetings.
- 1.6 DENTAL CARE. ACH will provide dental triage screenings for COUNTY INMATES in accordance with criteria established by a licensed dentist for the purpose of identifying inmates in need of serious dental services. POOL money will pay for any costs associated with dental care.
- 1.7 ELECTIVE CARE. ACH will not provide ELECTIVE CARE to inmates. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.8 FACILITY STAFF – ON-SITE TESTING. ACH will provide TB skin tests as directed by the SHERIFF. POOL money will pay for the TB serum and related supplies.
- 1.9 HEALTH EDUCATION, EVALUATIONS, AND EMERGENCY CARE. ACH will provide health education materials to the SHERIFF for inmate education. ACH will also provide on-site health evaluations and medical care for inmates. Additionally, ACH will provide basic physical examinations for potential inmate workers to ensure the inmates are physically capable of performing assigned work duties. Furthermore, ACH will provide emergency medical treatment to FACILITY staff, subcontractors and visitors who become ill or are injured while on the premises. In cases of emergency medical treatment, ACH will stabilize all patients and refer for recommended treatment or care, as needed.  
  
ACH will comply with the FACILITY'S inmate medical grievance procedure that has been preapproved by SHERIFF or designee. ACH will respond in writing to all inmate medical grievances in a timely manner. A copy of the inmate medical grievance and ACH's written response will be forwarded to Jail Administration.
- 1.10 INMATE LABOR. Inmates will not be employed or otherwise engaged or utilized by either ACH or the SHERIFF in the direct rendition of any healthcare services.
- 1.11 MANAGEMENT SERVICES. ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; CQI; Cost Containment; Utilization Management; and a Risk Management program specific to the FACILITY's medical operations. ACH will submit statistical Health and Mental Health reports to Jail Administration monthly. ACH will submit Cap reports to Jail Administration quarterly.
- 1.12 MEDICAL CLAIMS RE-PRICING. ACH will be responsible for the re-pricing of medical claims. Once claims are received, ACH will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment. When notified by jail staff that an inmate has insurance or is eligible for Medicaid, ACH will deny vendor claims to inmate's insurance or Medicaid as appropriate.
- 1.13 MEDICAL RECORDS. Inmate medical records will always be the property of the SHERIFF and will remain with the SHERIFF. ACH will maintain or require being maintained complete and accurate medical records for each inmate who has received healthcare services. The medical records will be kept separate from the inmate's confinement record. A complete copy of the original applicable medical record will be available to accompany each inmate who is transferred from the FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws and exemptions regarding confidentiality of inmate medical records. ACH will comply with the SHERIFF's policy with regard to access by inmates to their medical records. The SHERIFF will provide ACH with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation.

ACH shall make available to the COUNTY and/or SHERIFF upon request, unless otherwise specifically prohibited, all records, documents, and other papers relating to the direct delivery of health care services at the FACILITY. ACH shall allow the COUNTY Quality Control Officer total access to the on-site medical office and all medical files, reports, schedules, grievances, charges, etc.

- 1.14 MEDICAL SUPPLIES (DISPOSABLE). ACH will provide for inmates disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps. POOL money will pay for all costs of medical supplies.
- 1.15 MEETINGS. ACH representatives will meet, in accordance with a schedule agreed to by the SHERIFF and ACH, with the SHERIFF or designee concerning procedures within the FACILITY, any proposed changes in health-related procedures, or other matters which either party deems necessary.
- 1.16 MENTAL HEALTH SERVICES – CRISIS INTERVENTION. ACH will refer inmates to crisis intervention services when indicated. The crisis intervention services will be provided by the FACILITY staff in concert with ACH staff. ACH will coordinate with the medical and programming services (e.g., chemical dependence) at the FACILITY so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. ACH will use an integrated and multidisciplinary team (including FACILITY staff) to develop treatment plans for inmates displaying problematic behavior.
- 1.17 MOBILE SERVICES. When MOBILE SERVICES are required for medical reasons, ACH will arrange for those services for inmates in accordance with the SHERIFF's policies and procedures. POOL money will pay for any costs associated with MOBILE SERVICES.
- 1.18 OFF-SITE SERVICES. When OFF-SITE SERVICES are required for medical reasons, ACH will arrange for those services for inmates and in accordance with the SHERIFF's policies and procedures. POOL money will pay for any costs associated with OFF-SITE SERVICES.
- 1.19 ON-SITE TESTING. ACH will provide for inmates on-site laboratory testing to include finger-stick blood sugar and urine dipstick for pregnancy or infection. ACH will also provide on-site TB skin tests for inmates as directed by the SHERIFF. POOL money will pay for the TB serum and related supplies.

ACH qualified staff will review all initial health screenings within 72 hours of inmate's admission if non-urgent concerns are identified. ACH staff will check daily the status of in-custody inmates admitted into a hospital. ACH will ensure all medications are prescribed by medical practitioners with current licensure through the State of Wisconsin. ACH will ensure all medications are administered by persons approved, certified or licensed to do so in the State of Wisconsin. ACH qualified staff shall order and reorder medications in a timely manner. ACH will assign clinical tasks that fall within the scope of practice as defined by federal, state and local laws, regulations and applicable licensure. ACH qualified medical staff will provide safety checks as defined by FACILITY policy for restrained and segregated inmates. ACH staff will order and reorder medications in a timely manner. ACH staff will verify that all special management diets are necessary and will notify the jail kitchen. ACH will establish training and protocols for the detoxification management of intoxicated COUNTY INMATES. All ACH orders, including standing orders (if approved), will be in writing and included in the medical records.

- 1.20 OTHER SERVICES AND EXPENSES. ACH will not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.
- 1.21 PHARMACEUTICALS.

- 1.21.1 COURT-ORDERED MEDICATIONS AND TESTING. ACH will provide all court-ordered medications and testing to inmates.
- a. COUNTY INMATES. POOL money will pay for all court-ordered medications for COUNTY INMATES.
  - b. NON-COUNTY INMATES AND OTHER COUNTY INMATES (not to include inmates housed for ICE). All court-ordered medication and testing for NON-COUNTY INMATES and OTHER COUNTY INMATES will be billed to the COUNTY so the COUNTY may seek reimbursement from the responsible authority of the NON-COUNTY INMATE.
- 1.21.2 HOME MEDICATIONS. The COUNTY agrees to allow home medications in the FACILITY when they are able to be properly verified by ACH staff.
- 1.21.3 COUNTY INMATES. POOL money will pay for all pharmaceuticals for COUNTY INMATES.
- 1.21.4 INMATES HOUSED FOR ICE. ACH will provide all medically-indicated pharmaceuticals for inmates housed for ICE. ACH will not pay for any pharmaceuticals for ICE inmates. Prescription medications will be billed directly to ICE by the applicable pharmacy. The COUNTY will pay for any prescription medications for which ICE refuses to pay, as well as any prescribed over-the-counter medications.
- 1.21.5 NON-COUNTY INMATES AND OTHER COUNTY INMATES (not to include inmates housed for ICE). ACH will provide all medically-indicated pharmaceuticals for NON-COUNTY INMATES and OTHER COUNTY INMATES. ACH will only pay for prescribed over-the-counter medications. All other prescription medications will be billed to the COUNTY so the COUNTY may seek reimbursement from the responsible authority of the NON-COUNTY INMATE or OTHER COUNTY INMATE.
- 1.22 POOL. The COUNTY will have a POOL of two hundred thirty-five thousand dollars (\$235,000.00) to be used every twelve (12) months (hereinafter referred to as the "POOL"). The POOL money will be spent as indicated in this AGREEMENT. Certain NON-COUNTY INMATE costs (including but not limited to dental care, MOBILE SERVICES, OFF-SITE SERVICES, and SPECIFIED MEDICATIONS) will not be paid for with POOL money.
- 1.22.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the POOL. Any costs exceeding the POOL will be reconciled back to the COUNTY at the time the costs exceed the POOL, or monthly, as needed.
  - 1.22.2 All monies remaining in the POOL after receipt of invoices for services will be returned to the COUNTY within ninety (90) days after the twelve (12) month term. Invoices received more than ninety (90) days after the close of the twelve (12) month term will be forwarded to the COUNTY for payment.
  - 1.22.3 In the event this AGREEMENT is terminated prior to the twelve (12) month term in which the POOL applies, any remaining POOL monies will be prorated for the portion of the twelve (12) month term elapsed. Costs exceeding the prorated amount will be paid by the COUNTY.
- 1.23 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the SHERIFF choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.24 SHERIFF'S POLICIES AND PROCEDURES. ACH staff will operate within the requirements of the SHERIFF's policies and procedures as communicated to ACH staff by the SHERIFF or designee. Such policies and procedures may change from time to time; if so, the SHERIFF or designee will promptly notify ACH staff, provide them with a written copy of the policy and/or procedure changes, and provide any necessary training to



the ACH staff. Upon the SHERIFF's request, ACH will assist the SHERIFF in drafting medical policies and procedures.

- 1.25 ACH will provide a health assessment on every inmate within the FACILITY as soon as possible, but no later than fourteen (14) calendar days after the inmate's arrival at the FACILITY, unless a health appraisal has been completed by ACH staff within the previous ninety (90) days. The health assessment shall follow current NCCHC guidelines and include Tuberculosis skin tests for all inmates.
- 1.26 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COUNTY INMATES on a timely basis and in a clinical setting. A physician will be available to see COUNTY INMATES at least twice per week for up to four (4) hours per visit or for as long as necessary to reasonably ensure that all medical issues are addressed.
- 1.27 STAFFING. ACH will provide staffing coverage necessary to render the health care services contemplated in this AGREEMENT in a logistical manner that allows for nursing coverage on each and every shift of each and every day for the personnel and hours as set forth below:
  - 1.27.1 MEAL BREAKS. It is understood and agreed that ACH employees are allowed to leave the premises during the work day for meal breaks.
  - 1.27.2 NURSING. ACH will provide on-site licensed practical nursing or registered nursing coverage for one hundred forty-four (144) hours per week and registered nursing coverage for one hundred forty-four (144) hours per week on a schedule approved by the SHERIFF. The site supervisor hours will be part of the RN coverage and the site supervisor will be licensed as a RN. When approved in writing by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy.
  - 1.27.3 PRACTITIONER. A physician will visit the FACILITY twice a week or as otherwise agreed by the SHERIFF and ACH, and will stay until all work is completed. The physician will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on CORPORATE HOLIDAYS, the physician will still be available by telephone, and the visit will be moved to another day.
  - 1.27.4 MID-LEVEL PRACTITIONER. ACH will provide an on-site MID-LEVEL PRACTITIONER for forty (40) hours per week on a schedule approved by the SHERIFF. When approved in writing by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy.
  - 1.27.5 QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP). ACH will provide on-site Qualified Mental Health Professionals for eighty (80) hours per week on a schedule approved by the SHERIFF. The QMHP will be master's level educated or above, and are qualified to meet DOC 350 standards. When

approved in writing by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy.

- 1.27.6 MEDICAL RECORDS CLERK/CERTIFIED MEDICAL ASSISTANT. ACH will provide a medical records clerk or certified medical assistant for forty (40) hours per week on a schedule approved by the SHERIFF. When approved in writing by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH will credit the COUNTY for those hours or ACH's Director of Medical Operations for the FACILITY and the SHERIFF or the SHERIFF's designee may negotiate a mutually agreeable alternative remedy.
- 1.27.7 SITE PHYSICIAN. The ACH site physician will serve as a single contact to manage the scope of the healthcare services, and ACH will notify the SHERIFF of any changes regarding the status and/or availability of the site physician during the term of the AGREEMENT.
- 1.27.8 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as mutually agreed to in writing by the SHERIFF and ACH.
- 1.27.9 STAFFING CHANGES. ACH shall not change members of the health care staff without prior written notice to the SHERIFF.
- 1.27.10 LICENSE OF MEDICAL AND MENTAL HEALTH STAFF. All medical staff listed in 1.27.2, 1.27.3, 1.27.4, 1.27.5, 1.25.6, and 1.25.7 will be properly licensed to practice in the State of Wisconsin. Proof of current license will be provided to Jail Administration prior to employment at FACILITY and at all renewals.
- 1.27.11 MEDICAL AND MENTAL HEALTH STAFF SCREENING. The SHERIFF or designee will screen all ACH employees, agents, and/or subcontractors in regards to security/background clearance to ensure they do not constitute a security risk. The SHERIFF shall have final approval of ACH's health care staff, employees, agents, and/or subcontractors in regards to security/background clearance.
- 1.27.12 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the ACH staff, the SHERIFF shall provide ACH with written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, ACH shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following ACH's receipt of the notice, ACH shall remove the individual from providing services at the FACILITY within a reasonable time frame considering the effects of such removal on ACH's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The SHERIFF reserves the right to revoke the security clearance of any ACH staff at any time.

- 1.27.13 ACH STAFF WRITTEN ORDERS. All orders, including standing orders, from ACH staff shall be in writing and included in the medical records for the inmate to which the order applies.
- 1.27.14 ACH will submit schedules and staffing patterns for all medical services. ACH will provide statistical and management reporting as required by the FACILITY and the Wisconsin Department of Corrections. ACH will submit copies of all annual evaluations of ACH employees staffed at the FACILITY to the Jail Administration.
- 1.27.15 ACH will perform all work in a manner consistent with the standards of DOC 350 and will endeavor to meet the standards of the National Commission on Correctional Health Care.

**ARTICLE 2:**  
**DUTIES AND OBLIGATIONS OF THE COUNTY**

- 2.1 CO-PAY. The COUNTY agrees to the use of a co-pay system, as permitted by law, for inmate medical requests. The medical records clerk or certified medical assistant will enter the co-pays into the inmate commissary accounts.
- 2.2 DUTY TO PROTECT INMATES. This AGREEMENT does not result in the assumption of any non-delegable duties, to the extent recognized and imposed upon the SHERIFF by courts of lawful jurisdiction, by ACH.
- 2.3 HIRING OF ACH STAFF. While ACH is pleased to provide staffing during this engagement, ACH does not expect the COUNTY to offer permanent employment to ACH employees or independent contractors. ACH has a significant investment in the training and professional development of our employees and independent contractors and they are valued employees and independent contractors of ACH. If the COUNTY should hire any ACH employee or independent contractor during this AGREEMENT term without written permission or within one (1) year after this AGREEMENT's termination without written permission, the COUNTY will be billed a professional replacement fee of Ten Thousand Dollars (\$10,000) to compensate ACH for each employee or independent contractor, with the following exception: this does not apply to any medical staff member who was employed by the COUNTY prior to this AGREEMENT.
- 2.4 INMATE INFORMATION. The SHERIFF will provide, as needed, information pertaining to inmates that ACH and the SHERIFF mutually identify as reasonable and necessary for ACH to adequately perform its obligations to the SHERIFF and the COUNTY. Additionally, during this AGREEMENT period, and for a reasonable time thereafter, the SHERIFF will provide ACH, at ACH's request, the SHERIFF's records relating to the provision of healthcare services to inmates as may be reasonably requested by ACH in connection with an investigation of, or defense of, any claim by a third party related to ACH's conduct. As ACH may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will also make available to ACH such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of inmates (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to ACH that the SHERIFF considers confidential will be kept confidential by ACH and will not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to ACH or any other person or entity (except as may be required by law).
- 2.5 MEDICAL EQUIPMENT (DURABLE). Medical equipment remains the responsibility of the SHERIFF. At the SHERIFF's request, ACH may assist the SHERIFF in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales. Upon termination of this AGREEMENT, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.6 NON-MEDICAL CARE OF INMATES. The COUNTY will provide and pay for all other personal (non-medical) needs of the inmates while in the FACILITY, including, but not limited to: daily housekeeping services; dietary

services, including special supplements, liquid diets, or other dietary needs; building maintenance services; facility cleaning for ectoparasites; personal hygiene supplies and services; clothing; and linen supplies.

- 2.7 OFFICE EQUIPMENT (DURABLE). The SHERIFF will provide use of COUNTY-owned office equipment and all necessary utilities in place at the FACILITY's healthcare unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this AGREEMENT, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.8 OFFICE SUPPLIES (DISPOSABLE). The COUNTY will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of inmate healthcare services.
- 2.9 SECURITY. The SHERIFF will maintain responsibility for the physical security of the FACILITY and the continuing security of the inmates. ACH and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of inmates and FACILITY staff, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The SHERIFF will screen ACH's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of ACH's employees in regards to security/background clearance.

### ARTICLE 3: COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized base amount to be paid by the COUNTY to ACH under this AGREEMENT is to be one million three hundred eighty-eight thousand sixty dollars and thirty-nine cents (\$1,388,060.39). The COUNTY will make monthly payments of one hundred fifteen thousand six hundred seventy-one dollars and seventy cents (\$115,671.70), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH prior to the tenth (10<sup>th</sup>) day of the month in which services are rendered.
- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary date of this AGREEMENT, the annualized base amount of increase for compensation will be negotiated between the parties. However, it is agreed that the annualized base amount of the increase will be between 0.0-2.0 percent in 2016, 0.0-2.25 percent in 2017, 0.0-2.5 percent in 2018, and 0.0-2.5 percent in 2019.
- 3.2 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY.
- 3.2.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the COUNTY INMATE ADP will be 650 and the OTHER COUNTY INMATE ADP will be 35. Inmates who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the COUNTY. The ADPs reported to ACH should only be those inmates presently incarcerated in the FACILITY.
- 3.2.2 PER DIEM.
- a. GENERAL. Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the inmate population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and is sustained. In such cases, ACH reserves the right to negotiate for an increase to

its staffing and its contract price in order to continue to provide services to the increased number of inmates and maintain the standard of care. ACH will request the monthly count for these separate populations on a quarterly basis.

- b. COUNTY INMATES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.28 per inmate per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.28 x 91)
- c. OTHER COUNTY INMATES. To cover the cost of incidental medical expenses for OTHER COUNTY INMATES, a separate per diem rate of \$0.22 per inmate per day will be assessed for each OTHER COUNTY INMATE housed in the FACILITY in excess of the contracted OTHER COUNTY INMATE ADP.

3.2.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the COUNTY. Payment of the adjusted amount will be due upon receipt of said invoice. All quarterly reconciliation will be completed within thirty (30) days after that quarter and adjustments will be reflected on the next monthly invoice.

#### ARTICLE 4: TERM AND TERMINATION

4.1 TERM. The term of this AGREEMENT will begin on January 1, 2015, at 12:01 A.M. and will continue in full force and effect until December 31, 2017, 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT. This AGREEMENT will automatically renew for two additional one (1) year periods on January 1<sup>st</sup> with mutually agreed upon adjustments, unless this AGREEMENT is terminated or either party gives thirty (30) days' written notice prior to the end of a term.

4.2 TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY and the SHERIFF will be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the COUNTY and the SHERIFF will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The COUNTY agrees to pay for services rendered up to the point of termination.

4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY, the SHERIFF, or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT by giving thirty (30) days' advance written notice to the other party. If thirty (30) days' advance written notice is provided, termination will be without penalty to any of the parties. If the SHERIFF or the COUNTY gives ACH less than thirty (30) days' advance written notice, the COUNTY agrees to pay to ACH a penalty equal to one (1) month's contract price as an early termination fee. If ACH gives the SHERIFF or the COUNTY less than thirty (30) days' advice written notice, ACH agrees to pay to the COUNTY a penalty equal to one (1) month's contract price as an early termination fee.

#### ARTICLE 5: GENERAL TERMS AND CONDITIONS

5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition,

and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.

- 5.2 ASSIGNMENT. ACH may not assign this AGREEMENT or any rights hereunder in whole or in part. Subject to the foregoing, this AGREEMENT will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.4 AUTHORITY. The persons signing below represent that they have the right and authority to execute this AGREEMENT for their respective entities and no further approvals are necessary to create a binding AGREEMENT.
- 5.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The SHERIFF, the COUNTY, and ACH agree that no party will require performance of any ACH or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.6 COUNTERPARTS; HEADINGS. This AGREEMENT may be executed in counterparts, each of which will be an original and all of which will constitute one AGREEMENT. The headings contained in this AGREEMENT are for reference purposes only and will not affect in any way the meaning or interpretation of this AGREEMENT. The terms "inmate" and "detainee" may be used interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.
- 5.7 ENTIRE AGREEMENT; AMENDMENT. Except as specifically set forth herein, this AGREEMENT represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.8 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex (including pregnancy), national origin, age, handicap or disability, citizenship, marital status, genetic information or characteristics, status as a Vietnam-era, special disabled, or other veteran who served on active duty during a war, campaign, or expedition, for which a campaign badge has been authorized, or an individual's status in any class protected by applicable federal, state, or local laws.
- 5.9 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this AGREEMENT.
- 5.11 HOLD HARMLESS AND INDEMNIFY.
- 5.11.1 ACH will hold harmless and indemnify the COUNTY, SHERIFF, and FACILITY (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to

any claim for indemnification, the party claiming a right to indemnity will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the party claiming a right to indemnity denies ACH reasonable access as set forth, after written request therefore, the party claiming a right to indemnity will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

5.11.2 The COUNTY will hold harmless ACH (and its employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH.

## 5.12 INSURANCE.

5.12.1 ACH will maintain commercial automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, covering owned, hired, and non-owned automobiles.

5.12.2 ACH will maintain one or more commercial general liability insurance policies with minimum limits of bodily injury and/or property damage: One Million Dollars (\$1,000,000) each occurrence and an annual policy aggregate of Two Million Dollars (\$2,000,000).

5.12.3 ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

5.12.4 ACH will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).

5.12.5 ADDITIONAL INSURED. ACH will name the SHERIFF and the COUNTY as an additional insured under the commercial automobile, commercial general and professional liability portions of insurance and provide the COUNTY with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.

5.13 NEW LEGISLATION. Should new legislation, such as the Affordable Care Act, require substantial new medical treatment, the COUNTY will pay for it, unless specifically agreed upon between ACH and the COUNTY.

5.14 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.

5.15 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this AGREEMENT will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the COUNTY and ACH. ACH does not have the power or authority to bind the COUNTY or to assume or create any obligation or responsibility on the COUNTY's behalf or in the COUNTY's name, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the COUNTY for the purposes of any employee benefit program.

5.15.1 SUBCONTRACTING. In order to discharge the obligations hereunder, ACH may engage certain healthcare professionals as independent contractors rather than employees. As the relationship between ACH and these healthcare professionals will be that of independent contractor, ACH will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these

professionals. ACH will exercise control over the manner of means by which these independent contractors perform their medical duties. This control will be exercised reasonably consistent with the independent medical judgment these independent contractors are required to exercise. ACH will exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this AGREEMENT. All terms and conditions of this AGREEMENT will be included in all such subcontracts. For each agent and subcontractor, including all medical professionals, practitioners, and nurses performing duties as agents or independent contractors of ACH under this AGREEMENT, ACH will provide to the SHERIFF proof that, for each such professional, there is in effect during the period that person is engaged in the performance of this AGREEMENT, a professional liability or medical malpractice insurance policy, in an amount or amounts of One Million Dollars (\$1,000,000) coverage per occurrence and Three Million Dollars (\$3,000,000) annual aggregate coverage.

- 5.16 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered by overnight courier (e.g., FedEx), or by facsimile (receipt confirmed), to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the SHERIFF and/or the COUNTY: Racine County Jail, 717 Wisconsin Avenue, Racine, WI 53403-1238; facsimile: 262.636.3470. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contract Attorney, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: jyoung@advancedch.com.
- 5.17 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the provision of healthcare to inmates at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.18 SEVERABILITY. If any provision of this AGREEMENT, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this AGREEMENT will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.19 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the COUNTY to authorize other public agencies in the COUNTY to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this AGREEMENT, and to make payments directly to ACH during the period of time that this AGREEMENT is in effect.
- 5.20 USE OF NAME. It is understood and agreed by ACH that ACH's name may appear in certain COUNTY disclosure documents, including those required by law and in other regulatory and administrative filings in the ordinary course of the COUNTY's operations.
- 5.21 WAIVER. Any waiver of the provisions of this AGREEMENT or of a party's rights or remedies under this AGREEMENT must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this AGREEMENT or prejudice such party's right to take subsequent action.



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Sherr Miller  
Sherr Miller  
President and Chief Operations Officer

12/22/2014  
Date

COUNTY OF RACINE, WISCONSIN

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
Date

[Signature]  
County Corporation Counsel

12/29/14  
Date

\_\_\_\_\_  
County Clerk  
[Signature]  
Acting Finance Director

\_\_\_\_\_  
Date  
12/29/14  
Date

Please complete and return via fax to 309.214.9977 or email to jkolberg@advancedch.com

[Signature]  
JAMES A. LADWIG  
RACINE COUNTY EXECUTIVE  
12/29/14

[Signature]  
Wendy M. Christensen  
Racine County Clerk 12/29/14

June 22, 2018

Captain Douglas Wearing  
Racine County Jail

Re: 2019 Renewal


Captain Wearing,

As a reminder, your inmate medical healthcare agreement with Advanced Correctional Healthcare will renew on 1/1/2019. The agreement includes an annual renewal increase limited to two and one half percent (2.5%).

For comparison purposes, the Consumer Price Index for Medical Care 12 month data ending May 2018 is 2.4%. With your lower rate of renewal, Racine County is saving additional dollars in medical costs. For the period beginning 1/1/2019 your annual rate for inmate healthcare will be \$1,469,392.75. This is an increase of \$28,811.62, or 2%. The per diem rates for variances in your County Average Daily Population will be \$0.30 and your Non-County Average Daily Population will be \$0.24.

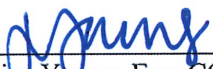
We appreciate your support and thank you for allowing ACH to be a partner in this important project. If there are questions related to the inmate healthcare program or current services please feel free to contact me at your convenience.

Sincerely,



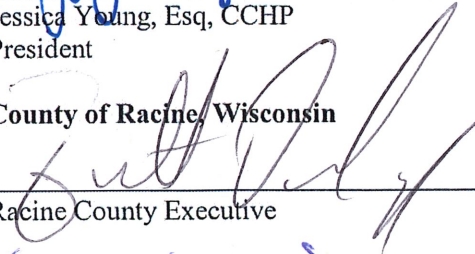
Alex Kinzinger, Esq.  
Contracts Manager

**Advanced Correctional Healthcare, Inc.**



\_\_\_\_\_  
Jessica Young, Esq, CCHP  
President

1/3/19  
\_\_\_\_\_  
Date

**County of Racine, Wisconsin**  
  
\_\_\_\_\_  
Racine County Executive

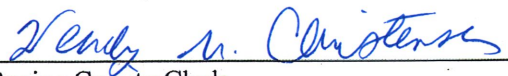
12-12-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Racine County Corporation Counsel

12-12-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Racine County Finance Director

12-6-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Racine County Clerk

12/14/18  
\_\_\_\_\_  
Date

**Racine Wisconsin**  
**Hours Worked by Position**  
**For the July 2019 ACH Pay Periods (7/5 & 7/19 & 8/2)**

Staff	County	State	-- Hours/wk worked --			Total	Total Hours	Over/(Under)
			6/17 -6/30	7/1 - 7/14	7/14 - 7/27	Hours Worked (*)	Required	Hours
NP	Racine	WI	80	80	80	240	240	-
RN/H.S.A.	Racine	WI	477.25	470.25	494.75	1442.25	864	578.25
LPN	Racine	WI	401	306.75	344.5	1052.25	864	188.25
CMT	Racine	WI	145.5	152	161	458.5	240	218.50
						3,193.00	2,208.00	985.00

(\*) Subject to change based on receipt of invoices for contractor services

**Racine County Wisconsin CQI Minutes**  
**Called to Order: 2:30 pm**  
**February 26, 2019**

Attendance	
Captain Brad Friend	Judy Miller, Health Service Administrator
Lt. Antonio Chavez	Laurina Boryca, Director Medical Operations Central
Lt. Jason Yohn	Sarah Kidd, Corporate Counsel
Melissa Olsen, QMHP	Nicole Jurgens, Corporate Counsel
Litisha Ramus, NP	
Previous Action Items	
Action Items	Completed? Yes/No/Tabled
Nurses will start using refusal forms when a patient refuses medications.	Yes
Comments: Will work with site nurses to make sure this is completed.	
Work towards transitioning Insulin administration from officers to nursing.	Yes
Comments: Will continue to work on this once staffing issues are resolved (nurses are administering insulin).	
Provide Captain Wearing with written Site Visit Report no less than every two (2) months and monthly if possible.	Yes
Comments: Will continue to send reports in a timely manner to Captain Friend.	
Bring medical filing current by January 2017; remain current.	No
Comments: Will bring in office personnel to assist filing (currently have a part-time clerical person working with HSA on making current).	
Schedule annual review of Policies and Procedures Manual for 2018.	Yes
Comments: Completed review. (Lt. Chavez will look for them on hard drive).	
New two (2) page health appraisal to be implemented.	Yes
Comments: Nurses are currently utilizing the form.	
Data collection for Chronic Clinic will show current detainees with chronic disease at a given time.	Yes
Comments: Litisha will ensure this will occur. This has been implemented.	

**Racine County Wisconsin CQI Minutes**  
**Called to Order: 2:30 pm**  
**February 26, 2019**

Previous Action Items	
Action Items	Completed? Yes/No/Tabled
Med errors to be reported monthly to captain.	Yes
Comments: Litisha is reporting monthly (moved to Judy).	
Site to have a "Man-Down" training with current staff nurses.	Yes
Comments: Completed in Spring of 2018.	
Provide Captain Wearing with written Site Visit Report no less than every two (2) months and monthly when possible. (Captain Friend).	Yes
Comments: Will send reports to Captain Friend when completed.	
Send BID for additional CMA hours to Jail administration before December 1, 2018.	Tabled
Comments: No longer interested.	
Review number and types of medications needed at each site visit.	Yes
Comments: Will work with NP and MD.	
Send monthly schedules to Captain Friend, even if not completed.	Yes
Comments: H.S.A. is providing -- on-going.	
Provide updated staffing list to Captain Friend, per request.	Yes
Comments: Provided to Captain Friend.	
ACH to send licensing with all background forms.	Yes
Comments: Documents have been provided.	

## Racine County Wisconsin CQI Minutes February 26, 2019

<b>Jail Stats</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Average Daily Census 2018	770	776	763	774	772	789	781	782	793	747	740	718	767
<b>Average Daily Census 2017</b>	683	642	628	608	651	685	704	758	791	834	825	779	716
Medical Grievances Total Number 2018	6	7	7	7	3	2	4	1	0	1	0	4	42
<b>Medical Grievances Total Number 2017</b>	5	0	3	2	5	7	0	11	7	17	11	19	87
Medical Grievances Number Justified 2018	0	1	1	0	1	0	3	0	0	1	0	0	7
<b>Medical Grievances Number Justified 2017</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Comments: 4-step grievance process used. Medical grievance numbers include complaints that have not gone through the formal grievance process. If a complaint is made, the patient is seen by the nurse and/or NP and documentation is created. There were several complaints regarding charges; a few were valid and charges reversed, while others were explained to patient.</b>													
<b>Health Care Activity</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Practitioner Sick Calls 2018	59	39	56	28	34	32	27	25	24	22	52	57	455
<b>Practitioner Sick Calls 2017</b>	96	91	74	40	70	60	68	90	50	41	36	31	747
Physicals/Chronic Clinic Visits 2018	11	15	10	16	17	12	17	10	13	13	13	17	164
<b>Physicals/Chronic Clinic Visits 2017</b>	28	27	12	38	13	12	7	10	9	21	5	11	193
Dentist Visits 2018	9	3	3	9	5	11	8	2	10	3	6	3	72
<b>Dentist Visits 2017</b>	2	3	3	5	3	5	3	8	6	6	6	7	57
<b>Comments: NP no longer screens sick calls. Nurses screen sick calls and see most patients first, before a provider visit is initiated.</b>													
<b>Nursing</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Nursing 7 Day Health Appraisal 2018 (Juvenile)													
<b>Nursing 7 Day Health Appraisal 2017 (Juvenile)</b>													
Nursing 14 Day Health Appraisal 2018 (Adult)	162	154	166	164	183	155	158	222	97	204	188	153	2006
<b>Nursing 14 Day Health Appraisal 2017 (Adult)</b>	110	154	147	168	203	192	179	296	167	161	160	141	2078
Nursing Sick Calls 2018	206	190	196	250	221	242	302	151	108	230	170	133	2399
<b>Nursing Sick Calls 2017</b>	212	118	189	202	39	93	279	230	177	199	191	182	2111
Nursing Follow-Ups 2018							497	504	115	367	190		1673
<b>Nursing Follow-Ups 2017</b>	267	159	140	213		125	501	400	456	336	31	18	2646
Nursing Emergency On-Site (Man Down) 2018	12	67	110	68	80	28	138	138	50	90	159	181	1121
<b>Nursing Emergency On-Site (Man Down) 2017</b>	88	31	0	0	0	97	96	149	67	146	12	5	691
Dental Sick Calls 2018	10	18	11	18	12	26	21	19	8	25	16	29	213
<b>Dental Sick Calls 2017</b>	27	7	0	0	0	15	34	40	16	11	11	15	176
<b>Comments: No Juveniles at this site. Nursing follow-ups include detox vitals, blood pressure monitoring, dressing changes, suture removals, respiratory assessments. (14-day assessments are up-to-date). Tracking system for emergency visits include chest pain (Sept - 11; Oct - 16; Nov - 28, Dec - 41).</b>													
<b>Mental Health</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Mental Health Eval by Psychiatry 2018													
<b>Mental Health Eval by Psychiatry 2017</b>													
Observation Status (including Suicide Watches) 2018	174	191	172	208	214	109	152	140	159	202	252	168	2141
<b>Observation Status (including Suicide Watches) 2017</b>	96	99	105	138	121	150	137	147	172	191	173	183	1712
23 Hour Single Cell Lockdown 2018	185	196	234	230	154	248	208	253	201	188	222	179	2498
<b>23 Hour Single Cell Lockdown 2017</b>	169	165	175	254	210	192	154	217	267	160	208	257	2428
Other Contacts (referrals and non-acute follow-ups) 2018	455	507	550	554	508	512	502	585	526	534	593	490	6316
<b>Other Contacts (referrals and non-acute follow-ups) 2017</b>	422	438	369	534	374	468	405	489	549	467	482	575	5572
Suicide Attempts Requiring Hospital Eval 2018	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Suicide Attempts Requiring Hospital Eval 2017</b>	0	1	1	0	0	0	1	0	0	0	0	0	3
Completed Suicides 2018	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Completed Suicides 2017</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Comments: No psychiatrist on staff; however, mental health workers are on-site.</b>													

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<b>Medication</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Total % of Detainees on Medication 2018	40%	46%	40%	44%	38%	45%	41%	45%	35%	35%	36%	37%	40%
Total % of Detainees on Medication 2017	42%	41%	39%	54%	43%	39%	36%	35%		44%	41%	38%	41%
Total % of Detainees on Psychotropics 2018	16%	16%	14%	13%	17%	17%	15%	17%	22%	18%	19%	16%	17%
Total % of Detainees on Psychotropics 2017	14%	15%	12%	21%	16%	13%	11%	11%		14%	15%	14%	14%
Medication Errors - Nursing 2018	4	2	1	0	0	2	2	3	1	1	1	1	18
Medication Errors - Nursing 2017	1	1	0	7	0	2	3	17	18	1	1	4	55
Medication Errors - Pharmacy 2018	0	0	0	0	0	0	1	0	0	0	0	0	1
Medication Errors - Pharmacy 2017	0	0	0	0	0	0	0	2	0	0	0	0	2
Medication Errors - Officer 2018	0	0	0	0	0	1	0	0	0	0	0	0	1
Medication Errors - Officer 2017	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Comments: Will continue to work with H.S.A. to add details</b>													
<b>Radiology</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Diagnostic Procedures 2018	28	21	28	18	28	20	31	24	10	24	24	25	281
Diagnostic Procedures 2017	7	16	20	21	11	11	22	18	13	20	20	24	203
<b>Comments: Site is utilizing MobileX.</b>													
<b>Laboratory</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Pregnancy Tests 2018	25	12	13	7	7	7	7	5	4	1	1	3	92
Pregnancy Tests 2017	25	4	0	0	6	7	7	20				21	90
Lab Testing Sent Off-Site 2018	77	53	76	51	50	56	69	28	30	42	43	41	616
Lab Testing Sent Off-Site 2017	69	60	35	38	55	40	38	57	50	47	49	47	585
TB Tests Given 2018	162	154	166	164	183	154	158	222	97	204	183	147	1994
TB Tests Given 2017	127	154	147	168	203	192	179	296	167	161	160	141	2095
<b>Comments: No details provided on pregnancy tests being positive/negative. Will continue to work with H.S.A. to add details.</b>													
<b>Nutritional Services</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Special Diets Ordered 2018													
Special Diets Ordered 2017	7	7	74	0	0	100	0	0	0	124	175	140	627
<b>Comments: Aramark has not established a system to tally and report these diets monthly to medical for data collection purposes.</b>													
<b>Respiratory Therapy</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Procedures Provided 2018							20	18	4	8	31	28	109
Procedures Provided 2017	8	4	9	0	0	6	2	8				20	57
<b>Comments: Majority of respiratory therapies are Nebulizer treatments; however, did have a patient with a Trach.</b>													
<b>Transfers to ER</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Transfers to ER 2018	16	15	12	11	15	23	9	9	8	14	19	22	173
Transfers to ER 2017	4	2	4	7	8	18	16	20	16	15	20	23	153
<b>Comments: Will continue to work with H.S.A. to add details</b>													
<b>Off-Site Referrals to Specialist</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
OB Visits 2018	4	0	0	1	3	8	6	0	2	3	4	3	34
OB Visits 2017	3	6	8	3	4	6	2	4	3	1	0	1	41
Other Off-Site Visits 2018	16	15	19	25	27	21	26	29	12	22	14	14	240
Other Off-Site Visits 2017	22	15	22	19	26	16	16	25	13	16	18	15	223
<b>Comments: Will continue to work with H.S.A. to add details</b>													
<b>Hospitalization</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Days in Hospital 2018	8	6	24	7	8	7	11	6	8	4	5	6	100
Days in Hospital 2017	6	5	0	0	11	3	4	10	18	2	13	0	72
<b>Comments: Will continue to work with H.S.A. to add details</b>													
<b>Deaths</b>	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Deaths 2018	0	0	0	0	0	1	0	0	0	0	0	0	1
Deaths 2017	0	0	0	0	0	0	0	0	0	0	1	0	1
<b>Comments: Death was not pronounced until the patient was at the hospital.</b>													

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<b>Chronic and Communicable Disease</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>
Asthma 2018	58	63	56	56	55	44	47	39	50	57	49	41	51
<b>Asthma 2017</b>	14	0	0	11	0	1	0	1	1	0	51	29	9
Diabetes 2018	26	28	46	43	45	25	23	21	26	24	26	27	30
<b>Diabetes 2017</b>	3	8	2	5	2	13	0	2	1	0	35	23	8
Hyperlipidemia 2018	28	31	34	31	34	28	23	28	28	25	30	28	29
<b>Hyperlipidemia 2017</b>	0	0	0	0	0	0	0	0	0	0	33	27	5
Hypertension 2018	126	138	119	118	116	94	102	111	145	103	98	89	113
<b>Hypertension 2017</b>	14	0	0	0	4	15	4	5	6	0	136	114	25
Seizure Disorder 2018	7	4	6	5	6	9	6	7	12	10	9	6	7
<b>Seizure Disorder 2017</b>	0	0	0	0	1	0	1	0	0	0	5	6	1
TB Active 2018	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TB Active 2017</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
TB Latent 2018	0	0	0	0	0	0	0	1	1	1	0	1	4
<b>TB Latent 2017</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
HIV 2018	1	1	3	1	2	3	2	2	3	3	6	7	34
<b>HIV 2017</b>	1	0	0	0	0	0	0	0	0	0	3	2	6
Hepatitis C 2018	0	0	0	0	0	0	0	1	0	0	0	0	1
<b>Hepatitis C 2017</b>	0	0	0	0	0	0	0	1	0	0	0	0	1
Sickle Cell Anemia 2018	1	1	1	1	0	0	1	0	0	0	1	1	7
<b>Sickle Cell Anemia 2017</b>	0	0	0	0	0	0	0	0	1	1	2	1	5
Major Mental Illness 2018	124	127	113	108	135	135	122	136	175	136	137	115	1563
<b>Major Mental Illness 2017</b>	12	6	26	2	4	12	16	3	10	12	27	105	235
Total Number of Pregnant Detainees 2018	5	4	6	5	6	5	7	2	2	3	2	3	50
<b>Total Number of Pregnant Detainees 2017</b>	18	0	0	3	6	7	7	4	2	1	4	3	55
Total Number of Spontaneous Abortions 2018	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Number of Spontaneous Abortions 2017</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
In-House Skin Infection 2018	1	1	3	1	0	2	0	0	0	9	0	0	17
<b>In-House Skin Infection 2017</b>	0	0	0	0	3	2	2	2	2	5	1	0	17
Community-Acquired Skin Infection 2018	0	1	4	0	0	0	0	0	0	0	0	0	5
<b>Community-Acquired Skin Infection 2017</b>	2	0	0	0	3	3	0	2	1	1	0	1	13
Reports to Public Health - State Specific 2018	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Reports to Public Health - State Specific 2017</b>		0	0	0	0	0	0	0	0	0	0	0	0
Other 2018	0	1	0	0	0	0	0	0	0	0	0	0	1
<b>Other 2017</b>	0	0	0	0	0	1	0	0	0	0	1	0	2

**Comments: Will continue to work with H.S.A. to add comments.**

<b>HGA1C Stats</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>
Baseline Average 2018	7.8	7.1	9.6	8.9	7.0	7.8	6.5	8.9		9.1	7.1	7.1	
<b>Baseline Average 2017</b>	10.5	8.1	7.1	7.1	5.5	8.1	8.9	7.1		7.9	8.1		
Number of Study Participants 2018	3	5	4	2	4	5	3	3	1	3	4	1	
<b>Number of Study Participants 2017</b>	1	1	2	3	1	2	3	3		8	5		
1st Follow-Up Change 2018	-1.3		1.1		0.2	0.8	-1.4	-3.7					
<b>1st Follow-Up Change 2017</b>			8.2	5.9		7.3	6.0			6.6	6.0		6.7
Number of Study Participants 2018	3		4	2		5							14
<b>Number of Study Participants 2017</b>													
2nd Follow-Up Change 2018													
<b>2nd Follow-Up Change 2017</b>						10.2							10.2
Number of Study Participants 2018													
<b>Number of Study Participants 2017</b>													
3rd Follow-Up Change 2018													
<b>3rd Follow-Up Change 2017</b>													
Number of Study Participants 2018													
<b>Number of Study Participants 2017</b>													
Total Number of Diabetics at HGA1C of 7 or less or a plan to achieve 2018, if clinically safe to do so										3	4	1	8
<b>Total Number of Diabetics at HGA1C of 7 or less or a plan to achieve 2017, if clinically safe to do so</b>													
Total Number of Diabetics at HGA1C of 7 or greater with no plan to achieve 2018, if clinically safe to do so													
<b>Total Number of Diabetics at HGA1C of 7 or greater with no plan to achieve 2017, if clinically safe to do so</b>													

**Comments: Will continue to work with H.S.A. on accurate tracking of outcome studies with comments.**



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<b>Blood Pressure Stats</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>YTD</b>
Baseline Average 2018 Systolic	129	140	134	124	128	128	129	135	133	150	133	131	<b>133</b>
Baseline Average 2018 Diastolic	82	84	57	78	82	78	79	81	88	88	82	81	<b>80</b>
Baseline Average 2017 Systolic	150	146	147	140	136	136	149	145	162	142	129	139	<b>143</b>
Baseline Average 2017 Diastolic	95	92	91	84	86	82	94	81	98	79	70	86	<b>87</b>
Number of Study Participants 2018	10	18	21	19	28	14			12	14	24	13	<b>173</b>
Number of Study Participants 2017	8	10	5	11	7	23	8	6	10	23	3	14	<b>128</b>
1st Follow-Up Change 2018 Systolic	29		-14	5	-3	24	-3	-15	-2				<b>3</b>
1st Follow-Up Change 2018 Diastolic	27		-17	4	2	19	3	-9	2				<b>4</b>
1st Follow-Up Change 2017 Systolic													
1st Follow-Up Change 2017 Diastolic													
Number of Study Participants 2018													
Number of Study Participants 2017													
2nd Follow-Up Change 2018 Systolic	22			8									<b>15</b>
2nd Follow-Up Change 2018 Diastolic	6			6									<b>6</b>
2nd Follow-Up Change 2017 Systolic													
2nd Follow-Up Change 2017 Diastolic													
Number of Study Participants 2018													
Number of Study Participants 2017													
3rd Follow-Up Change 2018 Systolic													
3rd Follow-Up Change 2018 Diastolic													
3rd Follow-Up Change 2017 Systolic													
3rd Follow-Up Change 2017 Diastolic													
Number of Study Participants 2018													
Number of Study Participants 2017													
<b>Comments: Will continue to work with H.S.A on accurate tracking of outcome studies with comments.</b>													

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**Outcome Study**

**Diabetes**

It is the mission of this facility that 100% of all patients who wish to comply with our program will have a Hemoglobin A1C of 7.0 or lower or a plan to achieve this, if clinically safe to do so.

**Comments**

(Note specific outliers, i.e. non-compliance, unusual occurrences, summary of med changes, etc.)

Will continue to work with H.S.A. on accurate tracking of outcome studies with comments.

**Hypertension**

It is the mission of this facility that 100% of all patients who wish to comply with our program will have a blood pressure lower than 140 systolic and 90 diastolic or a plan to achieve it.

**Comments**

(Note specific outliers, i.e. non-compliance, unusual occurrences, summary of med changes, etc.)

Will continue to work with H.S.A. on accurate tracking of outcome studies with comments.

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<b>Training</b>
Annual training was conducted in Spring 2018 and Fall 2018. Other training included Peer Reviews.
<b>Unusual Cases at Present</b>
<b>Review of Facility's Policies and Procedures</b>
Policies and Procedures Manual is currently not signed; waiting for approval.
<b>Review of Facility's Guidelines/Illness Reports</b>
Site has 24/7 nursing
<b>Process Quality Improvement Study</b>
<b>Identified Problem</b>
<b>Process to Resolve</b>
<b>Resolution</b>

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Other	
Will provide CLIA waiver application. N.P. has DEA number.	
Action Items	
Action Items	Person Responsible
Provide Captain Friend with written Site Visit Report no less than every two months and monthly when possible.	Laurina Boryca, D-MOC
Comments: Will send reports to Captain when completed.	
Bring medical filing current.	Laurina Boryca, D-MOC
Comments: Will set up a time for filing, once backgrounds are cleared (currently we have a filing clerk weekly).	
Schedule 2nd review of Policies and Procedures for 2019. Were reviewed for 2018, with changes made.	Laurina Boryca, D-MOC
Comments: Laurina will follow up.	
<b>Meeting Adjourned: 3:30 pm</b>	<b>Next Meeting Scheduled for: June, 2019</b>
<b>Respectfully submitted,</b>	
<b><i>Laurina Boryca, RN MBA CCHP</i></b>	
<b>Regional Nurse Manager</b>	